



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

This decision is an eminently satisfactory solution of a mooted question of law. The cases holding to the contrary (*Brown v. City of Cambridge*, 3 Allen 474; *Goss v. Ellison*, 136 Mass. 503; *Ry. Co. v. Sullivan*, 41 Pac. Rep. 501), seem to improperly assume that one joint tort-feasor is a party to a contract of release of another, when in fact he may have been entirely ignorant of it.

LETTERS—IMMATERIAL CORRESPONDENCE—BEST EVIDENCE.—*KNAPP v. WING*, 47 Atl. 1075 (Vt.).—Where the correspondence contained in letters is immaterial, and it is sought only to show the subject upon which they were written, the letters need not be produced as the best evidence.

This case, while an apparent exception to the general rule that in all cases the best evidence must be produced, might better be considered as falling under the rule that where the writing is not in issue, but merely collateral to it, parol evidence may be given covering the contents of the writing. *Coonrod v. Madden*, 126 Ind. 197.

LIFE INSURANCE—CAUSE OF DEATH—EXECUTION FOR CRIME.—*BURT ET AL v. UNION CENT. LIFE INS. CO.*, 105 Fed. 419.—*Held*, that an action cannot be maintained to recover on a life insurance policy, where the insured was convicted of a capital crime and executed pursuant to the sentence of a court having jurisdiction, even though it was alleged that such conviction was erroneous.

It was held in *Society v. Bolland*, 4 Bligh (N. R.) 194, 211, and in *Retter v. Ins. Co.*, 169 W. S. 139, that a policy on the life of one executed for a capital crime was void on the ground of public policy. Here the court has extended the doctrine by declaring that even though the insured were innocent or insane as alleged, yet that fact could not be entertained after his execution, because it would tend to wager on the miscarriage of justice.

MARRIAGE—LEGITIMATIZED ISSUE.—*TOWNSEND v. VAN BUSKIRK*, 68 N. Y. Supp. 512.—Cohabitation and an agreement to live as husband and wife, together with a public acknowledgment of such relation, constitutes a valid marriage and legitimatizes their offspring, in accordance with an enactment providing that illegitimate children shall be legitimatized by a subsequent intermarriage of their parents.

In many States, laws have been passed, providing that illegitimate children shall be legitimatized by a subsequent intermarriage of their parents, but a legal and formal marriage has generally been regarded as necessary to bring about such a result. The present case goes somewhat further and extends the doctrine to the legitimatization of children by a common-law marriage.

MASTER AND SERVANT—INJURY TO SERVANT—RAILROADS—SEMAPHORE WIRES.—*FLUTTER v. NEW YORK, C. & ST. L. R. CO.*, 59 N. E. 337 (Ind.).—Plaintiff, a brakeman, running alongside train at night in the discharge of his duties, tripped on semaphore wires stretched across track seven inches from ground, and was injured. He was acquainted with the surroundings and with semaphore switches. *Held*, defendant was liable for negligence in not providing a reasonably safe place for plaintiff's work.

As a general rule, the servant who continues in employment assumes all incidental risks of which he is aware. *Deforest v. Jewett*, 88 N. Y. 264. But there are many cases in which railroad employes who knew of open culverts, defective roadbeds, etc., but whose duties prevented them from avoiding these defects, have recovered damages, as in this case, for not being provided a reasonably safe place wherein to work. *Snow v. Railroad Co.*, 8 Allen 441; *Gardner v. Railroad Co.*, 150 U. S. 349; *Plank v. Railroad Co.*, 60 N. Y. 607; *Franklin v. Railroad Co.*, 37 Minn. 409.